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No. 19] NEW DELHI, SATURDAY, MAY 11, 1985 (VAISAKHA 21, 1907)

इस भाग में लिखन पृष्ठ संख्या वी जाती है जिससे कि यह अन्य संकलन के रूप में रखा जा सके।

(Separate page is given to this Part in order that it may be filed as a separate compilation)

भाग IV [PART IV]

गैर-सरकारी व्यक्तियों और गैर-सरकारी संस्थाओं के विज्ञापन और सूचनाएं
[Advertisements in: Notices issued by Private Individuals and Private Bodies]

नाम परिवर्तन

मैं अब तक राम के नाम सुपुत्र स्व. श्री श्रीपतिराम के नाम से जाना जाता हूँ और कैशियर का काम बैंक आफ इण्डिया गोल्डर, गोरखपुर में करता हूँ तथा म० नं. 330, तरकुलार्नी टोला, मोहदीपुर, गोरखपुर में रहता हूँ।

मैंने अपना नाम राणाप्रताप सूरज बदल लिया है। मैंने यही नाम इसके पश्चात् जाना जायेगा।

प्रमाणित किया जाता है कि मैंने इस सम्बन्ध में कानूनी आवश्यकताओं पर अनुपालन कर लिया है।

राम फेर राम
(पुराने वाला नाम)

मैंने अपना नाम जोधराज सोनी बदल लिया है। मेरा यही नाम इसके पश्चात् जाना जायेगा।

प्रमाणित किया जाता है कि मैंने इस सम्बन्ध में कानूनी आवश्यकताओं पर अनुपालन कर लिया है।

जोधराज सुनार
(पुराने वाला नाम)

मैं अब तक हम कुमार सुपुत्र श्री छोटे लाल जी निवारी के नाम से जाना जाता हूँ और भंडार नियन्त्रक, दक्षिण पूर्व रेलवे में अपर डिवीजन क्लर्क का काम करता हूँ तथा 74/11/13 यूनिट 11, रेलवे कालोनी, कलकत्ता-43 में रहता हूँ। मैंने अपना नाम हम कुमार निवारी बदल लिया है। मेरा यही नाम इसके पश्चात् जाना जायेगा।

प्रमाणित किया जाता है कि मैंने इस सम्बन्ध में कानूनी आवश्यकताओं पर अनुपालन कर लिया है।

हम कुमार
(पुराने वाला नाम)

मैं अब तक जोध राज सुनार सुपुत्र श्री महादेव के नाम से जाना जाता हूँ ग्रीर उच्च ग्रेड दूरभाष प्रचालन (H.G.T.D.) का नाम जिला प्रबन्धन, टेलीफोनन्स जम्हुर (D.M.T. Office) में वर्तमा हूँ तथा 1197 उनियारों का रास्ता बांदपोल जयपुर में रहता हूँ।

LOST

The Government promissory Note No. MS 012697 of NDGB 1980 'A' series for 36 grams originally standing in the name of Shri V. V. Chidambara Thevar, the Proprietor by whom it was never endorsed to any other person, having been lost, notice is hereby given that the payment of the above Note and the interest thereupon has been stopped at the Public Debt Office, Reserve Bank of India, Madras, and that application is about to be made for issue of duplicate in favour of the Proprietor. The public are cautioned against purchasing or otherwise dealing with the above mentioned security.

V. V. CHIDAMBARA THEVAR
Signature of Advertiser

Name of the advertiser: Shri V. V. Chidambara Thevar.
Residence: Paingal P.O., (Via) Keermangalam Thanjavur District 614624.

NOTICE

NO LEGAL RESPONSIBILITY IS ACCEPTED FOR THE PUBLICATION OF ADVERTISEMENTS REGARDING CHANGE OF NAME IN GAZETTE OF INDIA. PERSONS NOTIFYING THE CHANGES WILL REMAIN SOLELY RESPONSIBLE FOR THE LEGAL CONSEQUENCES AND ALSO FOR ANY OTHER MISREPRESENTATION ETC.

BY ORDER
Controller of Publications

CHANGE OF NAMES

I, hitherto known as DR. PRAMOD KUMAR VATSAULIYA son of SHRI CHARAN SINGH employed as Senior Research Assistant in the Central Tasar Research and Training Institute, Extension Centre, Katghora, residing at Tinglepur, Katghora Dist. Bilaspur (M.P.) Pin. 495445, have changed my name and shall hereafter be known as DR. PRAMOD KUMAR SINGH.

It is certified that I have complied with other legal requirements in this connection.

P. K. VATSAULIYA
Signature (In existing old name)

I, hitherto known as B. SHIVA RAO son of T. R. APPU SHET employed as Clerk in the Syndicate Bank, Byndoor (D.K.), residing at Bankeshwar, Byndoor (D.K.), have changed my name and shall hereafter be known as B. SHIVA RAO Alias B. SHIVARAYA.

It is certified that I have complied with other legal requirements in this connection.

B. SHIVA RAO
Signature (In existing old name)

I, hitherto known as GOVINDA s/o NATTHUJI JANGALE son of NATTHUJI JANGALE, employed as Asstt. Teacher in the Kurvey's New Model High School Nagpur, residing at "Vanna Gandha Buddha Vihar, Lashkaribagh, Nagpur, have changed my name and shall hereafter be known as "BHIKKU MAHAPANTH".

It is certified that I have complied with other legal requirements in this connection.

GOVINDA NATTHUJI JANGALE
Signature (In existing old name)

I, hitherto known as BISWANATH HOWLADER son of Late DEBENDRANATH HALDER employed as Nil (Unemployed), residing at Rly. Ors. No. 384 A, Colony No. 13, P.O. Andal Dist. Burdwan, West Bengal, have changed my name and shall hereafter be known as BISWANATH HALDER.

It is certified that I have complied with other legal requirements in this connection.

BISWANATH HOWLADER
(Signature (in existing old Name)

I, hitherto known as USHARI daughter of BOODA PUTHRAN employed as Student in the Fisheries Junior College Malpe, residing at Near Kalmadi Bridge Malpe Udapi Tulu D. K. Karnataka, have changed my name and shall hereafter be known as USHA. B. PUTRAN.

It is certified that I have complied with other legal requirements in this connection.

USHARI
Signature (In existing old name)

I, hitherto known as SUNIL KUMAR ROY son of Late SREEKRISHNA SINGHA ROY employed as Jamadar in the Office of the General Manager, Calcutta Telephones, residing at Vill. Sewli, P.O. Sewli Telimpura, P. S. Titagarh, District 24-Parganas, West Bengal, have changed my name and shall hereafter be known as SUNIL KUMAR SINGHA ROY.

It is certified that I have complied with other legal requirements in this connection.

SUNIL KUMAR ROY
Signature (In existing old name)

I, hitherto known as SOMARAY son of TUKARAM employed as High School Teacher in the Education Department, residing at Malli, Tq. Jewargi Dist. Gulbarga, have changed my name and shall hereafter be known as MALLESHAPPA TUKARAM PATIL.

It is certified that I have complied with other legal requirements in this connection.

SOMARAY
Signature (In existing old name)

I, hitherto known as FATULI SEN son of GAJOO employed as Substitute in the Office of CWS/STN, residing at Loco Bidaygarh P.O. Sitarampur, Dist. Burdwan, West Bengal, have changed my name and shall hereafter be known as FATULI SINGH.

It is certified that I have complied with other legal requirements in this connection.

FATULI SEN
Signature (In existing old name)

I, hitherto known as Kumari MASAND NIRAMALA AWATRAM daughter of Shri AWATRAM K. MASAND employed as U.D. Clerk in the office of The Assistant Collector of Pune IV Division, 2421, East Street Contondon, Pune-411 001, residing at 562 (New Ganesh Peth, Pune-2), have changed my name and shall hereafter be known as Mrs. CHANCHLANI SHOBHA RAMESH.

It is certified that I have complied with other legal requirements in this connection.

MASAND NIRAMALA AWATRAM
Signature (In existing old name)

I, hitherto known as ANMOL KUMAR SAHAY son of Shri Z. B. OREA employed as Chargeman in the Paint Shop No. 19/C&W Shops, Eastern Railway, Kanchrapara, residing at CL/VIII/9/D, Forman Colony, P.O. Kanchrapara, Dist. 24-Parganas, West Bengal, have changed my name and shall hereafter be known as ANMOL SAHAY OREA.

It is certified that I have complied with other legal requirements in this connection.

ANMOL KUMAR SAHAY
Signature (In existing old name)

I, hitherto known as KRISHNA KUMARI daughter of Late Shri SURAJ MAL GUPTA employed as Postal Asstt. in the Returned Letter Office Delhi-54, residing at 63-Prem Nagar Subzi Mandi, Delhi-110007, have changed my name and shall hereafter be known RASHI GUPTA.

It is certified that I have complied with other legal requirements in this connection.

KRISHNA KUMARI
Signature (In existing old name)

I, hitherto known as B. RAJAMANI daughter Sri A. BALANATHAN (late) employed as Stenographer (Junior Grade) in the Indian Institute of Management, Bannerghatta Road, Bangalore-560 076, residing at 31, Kaliyamman Kohi Street, Ulsoor, Bangalore-560 008, have changed my name and shall hereafter be known as B. RAJINI.

It is certified that I have complied with other legal requirements in this connection.

B. RAJAMANI
Signature (In existing old name)

I, hitherto known as JASWANTI, wife of ANANDKUMAR PARMAR employed as U.D.C. in the O/O the Director, Postal Services, Rajkot Region, Rajkot, residing at 6, Subhasnagar, Rajkot, have changed my name and shall hereafter be known as Smt. JAGRUTI ANAND PARMAR.

It is certified that I have complied with other legal requirements in this connection.

JASWANTI
Signature (In existing old name)

I, hitherto known as Kumari N. JAYALAKSHMI D/o Shri M. NARAYANASAMY, residing Bungalow No. 7, Type-V, Sector-I, Vehicle Factory Estate Jabalpur-9, have changed my name and shall hereafter be known as Kumari N. GEETA.

It is certified that I have complied with other legal requirements in this connection.

KU. N. JAYALAKSHMI
Signature (In existing old name)

I, hitherto known as BHAIYA VITHALRAO SELUKAR son of Shri VITHALRAO SELUKAR employed as Office Assistance in the name of office of Supdt. of Post Offices, Wardha Dn. Wardha-442001, residing at Potdar Garden, Ward No. 18, Wardha-442001, have changed my name and shall hereafter be known as PRAKASH VITHALRAO SELUKAR.

It is certified that I have complied with other legal requirements in this connection.

BHAIYA VITHALRAO SELUKAR
Signature (In existing old name)

I, hitherto known as ASHOK KUMAR son of Late Shri DURGA DUTT employed as L.D.C. in the Manager Postal Stock Depot/Postmaster General Delhi Circle New Delhi-1, residing at H. No. 219/A, Virender Nagar, New Delhi-110058, have changed my name and shall hereafter be known as ASHOK KUMAR SHARMA.

It is certified that I have complied with other legal requirements in this connection.

ASHOK KUMAR
Signature (In existing old name)

I, hitherto known as BHOLA PRASAD RAM son of Late MONI LAL RAM employed as Office Assistant in the office of the General Manager, Telecom Factory, Alipore, Calcutta-700027, residing at 89L. Cossipore Road, Calcutta-700002, have changed my name and shall hereafter be known as BHOLA PRASAD SINGH.

It is certified that I have complied with other legal requirements in this connection.

BHOLA PRASAD RAM
Signature (In existing old name)

I, hitherto known as RAMSINGH LALSINGH CHOUHAN son of Shri LALSINGH CHOUHAN employed as Postman in the Indore Army Head Quarter Post Office Indore-6 (M.P.), residing at 98, South Toda Indore-4, have changed my name and shall hereafter be known as "RAMSINGH LALSINGH KAPOOR".

It is certified that I have complied with other legal requirements in this connection.

RAMSINGH LALSINGH CHOUHAN
Signature (In existing old name)

I, hitherto known as Sri PRANTOSH SENMAJUMDAR son of Late AMULYA KUMAR SENMAJUMDAR employed as Commercial Clerk (Railway) in the South Eastern Railway, residing at Ramgarh Rly. Stn. P.O. Ramgarh, Dist. Ilazaribag, Bihar, have changed my name and shall hereafter be known as PRANTOSH SENGUPTA.

It is certified that I have complied with other legal requirements in this connection.

PRANTOSH SENMAJUMDAR
Signature (In existing old name)

I, hitherto known as APPANNA DOBI son of Late K. RAMAYYA employed as Mazdoor in the Central Vehicle Depot Panagarh P.O. Panagarh, Dist. Burdwan (West Bengal), Residing at 'D' Camp Military Base Panagarh P.O. Panagarh, Dist. Burdwan (West Bengal) have changed my name and shall here after be known as K'APPA RAO.

It is certified that I have complied with other legal requirements in this connection.

APPANNA DOBI
Signature (In existing old name)

I, hitherto to known as G. KAMAIYA son of Late OLLAYYA employed as Mazdoor in the Central Vehicle Depot Panagarh, residing at 'D' Camp Military Base Panagarh P.O. Panagarh, Dist. Burdwan (West Bengal) have changed my name and shall hereafter be known as G. JAGGA RAO.

It is certified that I have complied with other legal requirements in this connection.

G. KAMAIYA
Signature (In existing old name)

I, hitherto known as DHARMA RAJ REDDY son of Late P. KARRAYYA employed as Mazdoor in the Central Vehicle Depot Panagarh, residing at 'D' Camp Military Base Panagarh P.O. Panagarh, Dist. Burdwan (West Bengal), have changed my name and shall hereafter be known as P. APPANNA REDDY.

It is certified that I have complied with other legal requirements in this connection.

DHARMA RAJ REDDY
Signature (In existing old name)

I, hitherto known as DAPHNE MORAIS daughter of Gracc Morais employed as Stenographer in the Ministry of Defence New Delhi, residing at 'SWASTI', NDMC Working Girls' Hostel, Netaji Nagar, New Delhi, have changed my name and shall hereafter be known as MORAIS JOSEPHINE DAPHNE.

It is certified that I have complied with other legal requirements in this connection.

DAPHNE MORAIS
Signature (In existing old name)

I, hitherto known as MAKSUD ALI son of HUSSAIN ALI employed as Paineer in the office of the Executive Engineer, Central Electricity Division, Central P.W.D., Dehradun, residing at House No. 50, Bari Ghat, Rajpur Road, Dehradun, have changed my name and shall hereafter be known as MADHU SUDAN.

It is certified that I have complied with other legal requirements in this connection.

MAKSUD ALI
Signature (In existing old name)

PUBLIC NOTICE

I, hitherto known as JAGDISH KUMAR son of Shri BHERON PRASHAD employed as Statistical Officer in the Bureau of Economics & Statistics, Delhi Administration, Delhi,

residing at 1554 Gulabi Pagh, Delhi do hereby solemnly affirm and declare that I, have changed the name of my minor son PAVNENDRA KUMAR aged 17 years to SHEKHAR MOHAN and shall hereafter be known as SHEKHAR MOHAN.

It is certified that I have complied with other legal requirements in this connection.

JAGDISH KUMAR

PUBLIC NOTICE

I, MAKSUD ALI son of HUSSAIN ALI employed as Painter in the office of the Executive Engineer, Central Electricity Division, Central P.W.D., Dehradun, residing at House No. 50, Bari Ghat, Rajpur Road, Dehradun do hereby solemnly affirm and declare that I, have embraced Hinduism and renounced Islam with effect from 22-10-1984.

It is certified that I have complied with other legal requirements in this connection.

MAKSUD ALI

NOTICE IN PURSUANCE OF SECTION 485(1) OF THE COMPANIES ACT, 1956

In the General Meeting of the Creditors called in pursuance of Section 500 of the Companies Act, 1956 on the 8th day of April, 1985 at the registered office 347 Haider Kuli, Chandni Chowk, Delhi-6 of M/s. Milliontex Finance Company Private Limited; the following special resolutions were duly passed :—

- Resolved unanimously that the company M/s. Milliontex Finance Company Private Limited be and is hereby wound up as Creditors Voluntary Winding up.
- Resolved unanimously that Shri Jai Prakash of 4874-Ansari Road, 24-Daryaganj, New Delhi-110002 be and is hereby appointed liquidator to finalise the affairs of the company with powers as provided under Section 512 of the Companies Act, 1956.
- Resolved unanimously that an amount of Rs. 200/- only lump sum besides liquidation expenses will be paid as salary to Shri Jai Prakash.

Dated this 10th day of April, 1985.

SURESH CHAND
Director
Milliontex Finance Company
Private Limited

FORM No. 151

(See Rule 315)

Companies Act, 1956

Creditors Voluntary Winding up

Notice of appointment of liquidator pursuant to Sec. 516.

Name of Company : M/s. Milliontex Finance Company Private Ltd.

Nature of business : Finance.

Address of Registered Office : 347-Haider Kuli, Chandni Chowk, Delhi-110006.

Name and address of Liquidator : Jai Prakash, 4874-Ansari Road, Darya ganj, New Delhi-110002.

Date of appointment : 8th day of April, 1985.

By whom appointed : Creditors of the company.

JAI PRAKASH
Liquidator

NOTICE PURSUANT TO SECTION 500 OF THE COMPANIES ACT, 1956

Name of Company : M/S Super Techno Enterprises (P) Ltd

Registered Office : C-8/3, Krishan Nagar, Delhi-51.

Notice is hereby given to all the shareholders and Creditors of the abovenamed company that the General Meetings will be held at the registered office on the 31st day of May 1985

at 10 A.M. and 12 Noon respectively to consider the agenda noted as under :—

- To consider the winding up of the company;
- To consider the appointment of voluntary Liquidator to finalise the affairs of the company; and
- To consider and fix the remuneration of the voluntary Liquidator.

Dated : 11-4-1985

R. S. MODI
Director

M/S Super Techno Enterprises (P) Ltd.

NOTIFICATION BY THE BOMBAY OILSEEDS AND OILS EXCHANGE LTD., BOMBAY

The approval of the Secretary, Forward Markets Commission, under sub-section (1) of Section 11 of the Forward Contracts (Regulation) Act, 1952, (74 of 1952), read with the Government of India, Ministry of Commerce and Industry Notification No. S.O. 1162 dated the 4th May, 1960 has been obtained on the 5th September, 1984, to the following amendments made to the Bye-laws of the Bombay Oilseeds and Oils Exchange Ltd., Bombay, the same having been placed on the Notice Board of the Exchange under Section 11 of the said Act and Rule 11 of the Forward Contracts (Regulation) Rules, 1954.

AMENDMENTS

BYE-LAWS AND PROVISIONS FOR NON-TRANSFERABLE SPECIFIC DELIVERY CONTRACTS FOR GROUND-NUTS AND GROUNDNUT OIL

The existing set of Bye-laws and Provisions for Non-Transferable Specific Delivery Contracts for Groundnuts and Groundnut Oil shall be substituted by the following :—

Definition : "Non-Transferable Specific Delivery Contract" means a Non-Transferable Specific Delivery Contract as defined in the Forward Contracts (Regulation) Act 1952, entered into performed and regulated in accordance with Bye-laws 1 to 41.

- Bye-laws 1 to 41 are additional Bye-laws relating to Non-Transferable Specific Delivery Contracts for Groundnuts and Groundnuts Oil. All the other Bye-laws of the Association as may be in force from time to time shall also be applicable to such contracts and shall be binding on the parties to the contract entered into under this set of by-laws, in so far as they are not specifically dealt with in and are not repugnant to these additional Bye-laws.

Provided that the provisions in the other Bye-laws regarding clearing shall not apply to Non-Transferable specific delivery contracts for groundnuts and groundnut oil.

- Every Non-Transferable specific delivery contract made subject to these Bye-laws shall take effect as a contract wholly made at Bombay.
- The Non-Transferable Specific Delivery contract shall be entered into only between members or between a member and a non-member.
- All Non-Transferable Specific Delivery Contracts shall be made in the prescribed form, serially numbered and supplied by the Association. The contract shall be made in quadruplicate, one copy each to be retained by the parties to the contract, one to be submitted to the Association forthwith and the Fourth to be kept by the broker. The parties to the contract shall not include any special terms in the contract which are repugnant to the terms and conditions laid down in these Bye-laws.

- Every member and registered non-member shall send to the Association, periodical statements of Non-Transferable specific delivery contracts entered into by him in such form and manner as may be prescribed by the Board of Directors or the sub-Committee appointed by the Board.

- (a) The Board of Directors or the Sub-Committee of the Association shall, before permitting non-transferable specific delivery contracts for any month, obtain the approval of the Forward Markets Commission, for the same.

(b) The Forward Markets Commission shall have power not to grant such approval whenever it is considered expedient in the interest of the trade or in public interest so to do.

(c) No Member shall enter into a Non-Transferable specific delivery contract for delivery in any month unless the Association has notified that such contracts are permitted.

7. Every Non-Transferable Specific Delivery Contract shall result in the delivery of goods in accordance with and subject to the provisions and procedures laid down in the relevant bye-laws.

8. No Non-Transferable Specific Delivery Contracts, once entered into, shall be settled mutually or by oil-settling or by hawalas or in any manner nor shall delivery under the contract be postponed to a later date except in accordance with the provisions of these Bye-laws.

9. The parties to the contract by mutual agreement may extend the delivery date by a period not exceeding 15 days subject to the condition that they shall notify to the Association in writing the original date and the extended date of delivery. If it becomes necessary to extend further the date of delivery mutually agreed upon, the parties shall apply to the Association in writing setting forth the reasons for extension of time. The Board of Directors or the Sub-Committee appointed for this purpose shall have absolute discretion to extend or not the delivery time.

Provided however that such extended period in aggregate shall not in any circumstances exceed beyond the last day of delivery of the contract permitted by the Board of Directors or the Sub-Committee as provided in Bye-law 6 hereinabove.

Terms and Conditions Regarding Delivery of Groundnut Oil.

10(a) Unless otherwise specified in the contract, the seller shall give delivery of Groundnut oil (hereinafter referred to as goods) at the buyer's godown free of charge.

(b) If the goods are tendered by Railway Receipt, the Receipt shall be tenderable at the siding of buyer's godown at the Bombay Port Trust, free of charge, and where the buyer has not indicated the siding the receipt shall be for siding of B.P.T., Grain Depot. (If the siding is not given by the B.P.T. the buyer will have to accept the receipt for the general siding).

(c) Unless otherwise specified in the contract, oil can be delivered by tank wagon or Motor Tanker or in Barrels.

(d) The seller shall deliver the goods (oil) at the buyer's godown free of charge. First of all the Motor Truck will have to be brought to Grain Depot near "F" shed within due time and intimation of the same shall be given to the buyer and/or his broker. In the case of Motor Truck carrying tins and barrels, the seller shall keep the Motor Truck in waiting within 'B' Ward area upto Sewree. If at the time of delivery, the buyer asks the seller to give delivery at a godown, other than the one where they are usually taking delivery, situated beyond Andheri (Western Rly.)/Ghatkopar (Central Rly.), the buyer shall pay to the seller Rs. 100/- as transport charges per Motor Truck. However, if instructions to deliver at a godown other than the usual one are given before two working days, preceding the day of delivery, no additional transport charges shall be payable by the buyer. The Seller will be under no obligation to deliver the goods outside the Municipal Limits of Greater Bombay.

(e) Unless otherwise specified in the contract the unit of contract in respect of oil shall be generally as follows :

Delivery by a Railway Tank	: 19/20 Tonnes
Delivery by Motor Tanker	: 9.5/10 Tonnes
Delivery by Barrels in	
Motor Truck	: 43/45 Units.
Delivery by Tins	: 525/550 Units.

CONTRACTED BASIS OF MAXIMUM/MINIMUM QUANTITY

11(a) The maximum permissible difference of quantity of goods under a contract shall be 1 tonne in the case of oil tank wagon, half a tonne in the case of motor Tanker, two units in the case of barrel and 25 units in the case of tins. In other words the minimum and maximum quantity will be 19 and 20 tonnes respectively in a contract for delivery by tank wagons 9.5 and 10 tonnes in delivery by tanker, 43 and 45 units in delivery by barrels and 525 and 550 units in delivery by tins.

(b) If the goods delivered by the seller are equal to to minimum or maximum quantity or within the minimum to the maximum contracted for, the contract shall be deemed to have been fulfilled. Where the contract is for a specified quantity, the contract shall be deemed to have been fulfilled on delivery of the specified quantity.

(c) Where the goods are not delivered at all, the contract for the purpose of damages, shall be deemed to be contract for a quantity equal to the average of the minimum and maximum quantity.

(d) Where goods delivered are less than the minimum quantity mentioned in the contract, the difference of quantity between the average of minimum and maximum quantity and the actual quantity tendered shall be reckoned as shortage and the damages for the shortage will be calculated on the basis of the rate recorded by the Exchange for the day on which delivery takes place.

(e) Where goods delivered are more than the maximum quantity mentioned in the contract upto one tonne, the buyer shall make the payment to the seller for the excess goods at the rate recorded by the Exchange for the day. If the excess quantity delivered is more than the day. If the excess quantity delivered is more than a tonne over the maximum quantity mentioned in the contract, the buyer shall have the option to take or reject the delivery of such entire excess goods over the maximum quantity mentioned in the contract. If the buyer does not want to take delivery of excess goods, he shall inform the seller accordingly on the same day or before 1.0 p.m. on the following working day. However, if such excess quantity of more than a tonne, has already been unloaded at the godown of the buyer and the buyer does not want to take delivery of excess quantity, the seller shall take back the excess goods during the working hours on the following day.

(f) In the case of delivery by barrel for the purposes of damage for breach of contract, the quantity of oil in a barrel will be taken as 180 Kg. At the time of delivery, the net weight of barrel must be 179/185 Kg. and if there is any excess or shortage, the payment for such excess or shortage shall be calculated taking 180 Kg. as the average quantity, on the basis of the rate recorded by the Exchange on the day of delivery.

In calculating the average quantity, the barrels having leakage will not be taken into account.

12. *Time for Delivery.* The time for delivery by Motor Tanker or Motor Truck carrying barrels or tins and for presenting railway tank receipt shall be from 9.30 a.m. to 2.30 p.m. on every working day.

13. *Time for Unloading.* In ordinary circumstances, the buyer will have to unload the goods upto 8.0 p.m. on the very day on which it is tendered for delivery and in the

event of his failure to do so, he shall pay to the seller the detention/demurrage charges at the rate of Rs. 200/- per day for unloading the goods on the following day.

The buyer will have to unload the Motor Truck carrying tins or barrels by 6-0 p.m. and in the event of his failure to do so, he shall pay to the seller the demurrage charges of Rs. 250/- per day for the detention.

14. Payment : The full payment of goods shall be given on the 4th working day from the day on which the goods have been tendered. For late payment the seller can claim extra Rs. 200/- per day from the buyer.

15. Period of Delivery and Breach of Contract. The period of delivery stipulated in every contract shall be deemed to be one of the essences of the contract. It will be obligatory on the part of the seller to complete the delivery of goods of the contracted quantity within the period of delivery specified in the contract and in the event of seller failing to do so, he shall be deemed to have committed a breach of contract and in respect of the contracted goods (the words "Railway Receipt" shall be substituted for "contracted goods" if the contract is of railway receipt), the buyer shall be entitled to—

(a) Cancel the outstanding contract at par;

or

(b) Buy on the seller's account ready goods on the subsequent working day of the contracted last date of delivery, such ready goods shall be of the same day delivery (i.e. of the day of purchase) or of the following working day delivery and shall give intimation of the same in writing or through the broker to the seller before 2.30 p.m. on the same day (i.e. on the day of purchase) and claim from the seller the difference between the contract price and the purchase price if the latter is higher than the former.

Provided however, if the seller has intimated to the buyer or his broker his inability to give delivery of goods upto 1.0 p.m. on the working day preceding the contracted last date of delivery, the buyer shall be entitled to buy on seller's account from market on the contracted last date of delivery, goods for the same day delivery or for the following day's delivery and in such event, the buyer shall intimate the seller of such purchase, in writing or through the broker, upto 2.30 p.m. on the day of purchase and claim the difference as damages as stated above.

OR

(c) without actually buying the undelivered quantity in the market, close the transaction on the day of breach of contract at the rate recorded by the Exchange for the day and recover from the seller the difference as aforesaid as damages

OR

(d) extend delivery date of contract by mutual agreement as provided in Bye-law 9 of this set of Bye-laws, but in case of default during such extended period, the contracted last date of delivery for settlement purpose, shall be considered either the original contracted last date of delivery or any of the extended dates at the discretion of the buyer;

Provided that the buyer at his sole discretion shall be entitled to exercise one option for some part of the contract and another option for another part of the contract for claiming the price difference mentioned in (c) and (d) above.

16. If the seller has tendered the goods in due time and the buyer refuses to accept or fails to take the delivery of the tendered goods, the buyer shall be deemed to have committed a breach of the contract and in such event the seller shall immediately communicate such refusal or failure of the buyer to the Exchange in writing, as provided in Bye-law 25 hereinafter. On receipt of such communication from the seller, a meeting of the Sub-Committee shall be urgently called on

the same day. In such circumstances the seller shall be entitled to exercise any of the following two options:—

(i) Sell on the buyer's account ready goods before the end of subsequent working day of the day on which the buyer refuses to accept or fails to take the delivery of the tendered goods and claim from the buyer, the difference between the contract price and the sale price.

(ii) close the contract on the day on which the buyer refuses to accept or fails to take the delivery of the tendered goods and claim the difference between the contract price and the rate registered by the Exchange.

The seller may exercise one option for some part of the contract and another option for another part of the contract at his discretion.

17. Delivery Against Contracts

Where there are more than one contract in existence between the seller and the buyer and the delivery is yet to be given in all such contracts, the buyer shall take deliveries against the outstanding contracts, one after the other, in turn, in accordance with the running serial number of the contracts concerned. If, however, there is a spot contract along with other outstanding contracts, the delivery to be made shall be first set off against the spot contract irrespective of any forward delivery contract in force at that time. If, however, the seller has tasked the buyer to take delivery against a particular outstanding contract, the buyer shall have the discretion to comply or not with the same.

18. Delivery of Balance Goods. Where a seller has delivered less than the contracted quantity by more than two tonnes, the buyer shall have the right either to cancel the contract or claim the difference between the purchase price and the rate recorded by the Exchange on that date for the quantity short delivered.

19. Delivery by Railway Receipt. If the goods are tendered by Railway Receipt, the following provisions shall apply.

(a) The seller shall give intimation in writing regarding railway tank wagon receipt at least one working day prior to arrival of tank wagon to the buyer and the buyer will have to indicate and provide his siding for the wagon, within two hours of the receipt of intimation regarding arrival of tank wagon. If the buyer fails to give intimation regarding his siding within 2 hours the seller shall be entitled to give the receipt for B.P.T. Grain Depot to the buyer and the buyer will have to accept it. The demurrage for taking delivery shall be borne by the party who is in the possession of the railway receipt at the time of the arrival of the tank wagon. (If the B.P.T. is not allowing re-booking of the Railway Receipt, the buyer shall accept the receipt for general siding).

(b) Where particulars about the railway receipt are given to the buyer and if the goods of the tank wagon do not arrive within 25 days from the date of the Note containing particulars about the railway receipt the following shall apply:

(i) The buyer shall give intimation in writing to the seller about the non-arrival of goods by the tank wagon under the railway receipt and in such event the seller shall have to fulfil the contract by supplying the goods by godown delivery within 3 working days of the day on which such intimation is given by the buyer. However, if the said tank wagon arrives or is scheduled to arrive within such 3 working days at the siding of the buyer, the seller shall be entitled to re-tender the receipt to the buyer.

(ii) If the seller fails to give delivery of goods within 3 working days (of the receipt of intimation about the non-arrival of tank wagon) the buyer shall be entitled to exercise the option scheduled to arrive within such 3 working days.

(iii) The seller shall have to give the particulars of the railway receipt within 15 days of the issuance of the railway receipt. If the particulars of the railway receipt are given after 15 days of the issuance of the railway receipt, it shall be at the discretion of the buyer to accept the railway receipt or not.

(iv) The seller shall show the exact siding at the destination as per instructions of the buyer and in the event of any error in showing the correct siding the buyer shall be entitled to recover re-booking or diversion charges or the expenses of clearing and forwarding the goods from the seller and the liability for demurrage during such period shall be that of the seller.

20. *Change in contracted last date of delivery.* If the contracted last date of delivery falls on a day declared as holiday by the Exchange, the previous working day shall be considered as the contracted last date of delivery.

Provided however, in extra-ordinary circumstances when holiday is declared suddenly by the Exchange and the contracted last day of delivery falls on such a day, the working day following the said day shall be considered as the contracted last date of delivery.

21. *Weightment.* The weight of the oil tendered by Motor Tanker as determined by weighing at the (main) weigh-scale at the factory shall be accepted by both the parties. In respect of oil tendered to parties other than factories by Motor Tanker for delivery at any place upto Mahim|Kurla from Bombay, the weight as shown by the weigh-bridge of "Pujara" or "Greece" shall be accepted by both the parties and if one of the parties objects to the same or has doubts about veracity of the weight, the oil shall be weighed at one of the other two of the above weigh-bridges and the mean weight of the two shall be accepted by both the parties. In respect of oil delivered at any place between Mahim-Borivali and Kurla-Mulund, the oil shall be weighed at Dairy Owners or Roshan Weigh-Bridge at Goregaon or Bharat and Jai-Hind Weigh-Bridges at Kurla. If the weight of any of these weigh-bridges is not accepted, the oil shall be weighed at one of the other weigh-bridges of the specified area and the mean weight of these two weighments shall be accepted by both the parties.

In respect of tankers weighed at the above weigh-bridge, shortage upto 10 Kg. in a consignment of 8 tonnes and upto 15 Kg. in a consignment of more than 8 tonnes, shall be allowed (i.e. it can be deducted in the bill). The weight of a railway tank wagon tendered at the factory shall be taken as may be shown by the weigh-scale at the factory. The weight of a railway tank wagon tendered to parties other than factories shall be taken as may be shown by weighment at the weigh-bridges of Union|Pujara and/or Greece mentioned above as the case may be.

22. *Rejected Oil.* If the oil of the Railway Tank Wagon is rejected under a final analysis report, the seller shall take back the rejected tank at his own expenses and risk immediately on receipt of Notice of Rejection from the buyer, and the liability for demurrage in such case will be that of the seller. If the oil tendered in barrels, tins or tanker is rejected in final analysis, the seller shall remove the oil within two working days of the receipt of notice of rejection and in the event of failure of the seller to do so, the seller shall pay godown rent to the buyer's godown at the cost and the goods shall remain at the buyer's godown at the cost and risk of the seller. The godown rent at the rate of 10 Paise per tin, Re. 1/- per barrel and Rs. 50/- per Motor Tanker, each per day, shall be payable by the seller to the buyer. If the goods are rejected as per analysis report of the Laboratory which has been approved by the seller and the buyer the seller shall immediately remove the goods. The party against whom the analysis report is given, shall have to pay the Motor Lorry detention charges, if any, and the fees for the analysis report.

23. *Replacement of Rejected Oil.* No replacement of the rejected goods in respect of ready contract (i.e. spot delivery contract) will be allowed. In other cases, the seller shall be entitled to replace the rejected oil upto the contracted last

date of delivery of the contract. If the rejection is notified, at the end of or after the delivery period, replacement will be allowed within three working days from the date of notice of rejection. If the replaced oil is rejected again, further replacement will not be allowed that is, the seller shall not be allowed to replace the goods for the third time and the seller shall be deemed to have committed a breach of contract and buyer shall be entitled to cancel or settle the contract as per the options mentioned in Bye-law 14 above.

Provided, however, if the buyer has used the goods before giving notice of rejection the contract shall be settled by the seller and the buyer mutually, in accordance with the prevailing rules and conventions in the market and if they do not agree on such settlement, the dispute shall be referred to the Conciliation Committee of the Exchange.

If the goods are in transit, the seller shall be responsible for any damage to or loss of the same.

24. With a view to ensuring due compliance with the terms and conditions of the contract, the Board of Directors or Sub-Committee (whenever it finds necessary or is called upon by the Forward Markets Commission) may ask the members to furnish the following as also other particulars, and members failing to do so will be liable to be penalised under the disciplinary Bye-laws of the Association.

(i) Copies of the bill claiming monies;

(ii) Numbers of the cheques issued for payment;

(iii) Railway Receipt or Lorry Receipt number as the case may be or the delivery order number, the date of delivery order, etc.

(iv) Other relevant particulars to show the mode of delivery.

25(a) Failure or refusal to give or take delivery shall not be allowed except where such failure or refusal is due to circumstances beyond the control of the parties to the contract including circumstances of the nature of "Force Majeure". However, the interpretation and the verdict of the Board or the Sub Committee appointed by it, in this behalf as to whether circumstances were really beyond the control of the contracting parties to justify such failure or refusal to give or take delivery, shall be final and binding to the parties concerned.

(b) In each of the cases of failure or refusal to give or take delivery, the buyer and seller shall communicate immediately to the Association in writing the failure or refusal, as the case may be. The seller party has to satisfy the Sub-Committee regarding the refusal to accept or failure to take delivery of the tendered goods by the buyer. The party failing to give or take delivery shall give reasons for such failure and the buyer party shall, if it has exercised the option relating to buying on seller's account or closing of the contract or the cancellation of the contract, given in Bye-law 15 explain the reason why he preferred the option. If the buyer has exercised his option relating to buying on seller's account he shall give particulars of such purchase effected by him. The seller party shall, if it has exercised the option relating to closing of the contract given in Bye-law 16 explain the reasons why he preferred the option. If the seller has exercised his option relating to selling on buyer's account he shall give particulars of such sale effected by him.

The Board of Directors or a Sub-Committee appointed by it, in this behalf, shall from time to time examine the aforesaid communications taking into account all relevant circumstances and if it is not satisfied with the reasons or explanations furnished by any party or if it is not satisfied about the purchase claimed to have been made by the buyer under Bye-law 15 or the sale claimed to have been made by the seller under Bye-law 16, it may subject the party concerned to such disciplinary action including imposition of fine suspension and expulsion as it may deem fit, after giving the party an opportunity of being heard in the matter. With a view to restrict the use of the Non-Transferable Specific Delivery Contracts only for the purpose of

giving or taking actual delivery of goods and with a view to ensuring uniformity in dealing with cases of failure to give or take delivery, the Board of Directors or the Oil Committee of the Exchange may frame suitable rules under this Bye-law with the concurrence of the Forward Markets Commission.

26. Terms and conditions for sampling and analysis.

- (a) The representatives of the seller and the buyer shall remain present at the time of delivery of goods. The party whose representative is present shall intimate the authorised representative of the opposite party. If the representative of the seller fails to come within two hours from the time of intimation, the buyer shall have the right to draw the sample.
- (b) Three bottles shall be filled up from the oil drawn out for taking out samples and after putting the seal and affixing labels, the representatives of both the parties shall put their signatures on the labels which will bear brief particulars of the sample. Out of these, two bottles shall be kept by the buyer and one by the seller.
- (c) If there are more than one compartment in the tanker, separate samples shall be drawn from each of the compartment or the buyer, with the consent of the seller, will make an average sample from all compartments. In case if the oil from any compartment appears to be sub standard a sample from such compartment shall be drawn separately and thereafter, if the oil is found to be of acceptable quality, an average sample from all the compartments shall be drawn and if the sub-standard oil is found to be unacceptable in quality, the buyer can reject the oil of the said compartment. Resampling of oil will not be permitted.
- (d) (1) In the event of any dispute with regard to quality or specification of the goods, the buyer shall send a sealed sample of such goods to the Laboratory of the Exchange or to any other Laboratory whose name has been previously approved by the Board of the Exchange or the Committee concerned for the purpose of analysis. The buyer shall submit such analysis report within the first four working days of the drawing of the sample.
- (2) If the first report is not acceptable to the seller, the seller shall be entitled to send the same for analysis at the Laboratory of the Exchange or at any of the approved laboratories within one working day from the receipt of first analysis report and the seller shall inform the buyer about his going in for the second test within one working day.
- (3) If the report of the second test is not acceptable to the buyer, the buyer shall send the remaining third sealed bottle accompanied by the representative of the seller, for final test to any other Laboratory by mutual consent and if for any reason mutual consent cannot be had, the sample shall be sent to the Exchange. The buyer shall have to go for analysis in time within one working day of the receipt of second report and the same shall be binding to both the seller and the buyer and the result of the 3rd report shall be deemed to be final.
- (4) If the analysis reports are not submitted within the working days mentioned above, the previous reports shall be deemed to have been accepted.
- (5) The charges of the first and second tests will be at the expenses of the buyer and the seller respectively whereas for the final test the cost will be equal shared by the seller and buyer.
- (6) The method of analysis for testing shall be in accordance with the I.S.I. Method.

The following is the list of Laboratories which are approved by the Oil Committee :

- (1) The Bombay Oilseeds & Oils Exchange Ltd., (2) Bombay Laboratory (3) J. Parikh & Co., (4) General Superintendence Pvt. Ltd. (5) Italab Laboratory Ltd. (6) Nikasu Lab (7) Own Laboratory of the Factory (8) G. O. Chem.

TERMS AND CONDITIONS REGARDING PAYMENT AND TAXES

27. PAYMENT

- (a) The buyer shall make payment on the fourth working day after weighment less 1/4 per cent discount. If the final analysis has not been done during these days, only 90 per cent payment should be made and the balance 10 per cent should be given within three working days after final analysis has been done. The Sales Tax forms shall be submitted along with the final payment/ settlement of the accounts. Should the oil be rejected in the final analysis test, the seller shall refund the 90 per cent payment if received by him together with interest @ 18% per annum, along with other incidental expenses including labour cost. If the buyer even after the oil has been passed in the analysis report, fails to make the payment of the amount due on the maturity date, he shall pay to the seller Rs. 200/- per Motor per day but in any case he shall make the payment within three days of the last maturity date.

Excise Duty, Sales Tax, Octroi and Cess.

- (b) Unless otherwise specifically agreed to at the time of entering into contract, the buyer shall have to bear the incidence of any changes in the rate of any tax (other than Octroi) at the time of delivery. The buyer and the seller shall exchange and furnish to each other any forms or certificates as are required to be furnished under any of the existing laws concerning the oil trade.

(c) Debit Notes :

Payment of the amount of debit note shall be made within seven days from the receipt of debit note.

TERMS AND CONDITIONS REGARDING QUALITY OF OIL

28. (a) General

The Oil tendered against the contract should be conforming to the specifications as given hereafter in the Appendix hereto and should be genuine, clean and pure expeller oil without any admixture.

(b) Origin of Oil

- (b) When the contract has specified the oil produced in a particular region or district or State, the oil tendered should be from the specified region district or State, as the case may be. Provided however, if owing to unforeseen and extraordinary circumstances such as imposition of ban or restrictions on the movement of oil outside the State by any State Government, "Force Majeure" cause will apply to such as imposition of ban or restrictions on the cancelled at par.

Provided further that if owing to disruption of transport due to heavy rains or any other reason, the delivery of oil is not possible within the period of the contract, the contract shall be settled in accordance with the decision that may be taken by the Oil Committee of the Exchange in this connection.

(c) Qualitv Average

The analysis of each lot will have to be done separately.

29. Procedure for drawing samples

- (a) The apparatus for sampling should be cleaned with the same oil for which it is to be used.

(b) Drum

- (1) Sample must be drawn from all the drums.
- (2) Sample must be drawn by rolling the drum.
- (3) From every barrel, sample of equal quantity will be drawn once with the help of closed tube and second time with the help of open tube and an average sample will be prepared from the two.

If from the whole lot, some drums are found to contain water or more colour or dirt, the same shall be kept apart and no samples will be drawn from the same.

RAILWAYS TANKMOTOR TA KER

(c) *Tanker*

For sampling purposes, oil shall be drawn only after 75 Kg. of oil has been drawn out from the Railway Tank wagon or the Tanker (where the oil is tendered at Factory, the sampling will be done according to the procedure of the factory concerned). If the oil drawn after 75Kg. of oil has been drawn out is found not to be conforming to the quality specified, the buyer shall be entitled to reject the tank wagon or the tanker concerned. If the sample of 75 kg of oil is found to be of bad quality, both the parties will mutually settle the matter.

30. *Conciliation*

In the event of any dispute or difference arising out of or in relation to a contract made subject to the Bye-laws of the Exchange the same shall be in the first instance be referred to a Conciliation Committee to be appointed by the Oil Committee of the Exchange. Such Conciliation Committee will endeavour to bring about a reconciliation or compromise between the parties concerned. If the recommendation of the Conciliation Committee is not acceptable to one of the parties to the dispute, then such party, within three days of the recommendation made by the Conciliation Committee, shall refer such dispute or any part thereof to the Oil Committee of the Exchange for reconsideration of such disputes between the parties. The Oil Committee after hearing both the parties and/or their representatives shall make its recommendation to both the parties regarding the disputes between the parties and also endeavour its best to settle such disputes. The facility of arbitration as provided in the Bye-laws of the Exchange for referring any such disputes and differences between the parties shall be available to both the parties only after the disputes and differences have been considered by such Conciliation Committee and also by the Oil Committee, if necessary, and a satisfactory solution acceptable to both the parties has not been arrived at. The Conciliation charges shall be borne by the party against whom the dispute has been decided.

Conciliation Committee

There will be three panels of Conciliation Committee each consisting of seven members of the Exchange or Registered Oil Merchants or Registered Brokers or their authorised representatives, partners, Managers and Directors. Each of the said three panels shall work in rotation for one week each. The quorum of each panel shall be three. For the purpose of quorum, the hearing of dispute can also be taken up by drawing the members of any of the three panels.

31. *Fees and Charges*

- (a) The fees for referring any matter to the Conciliation Committee shall be Rs. 15.00.
- (b) If any party applies for an urgent meeting of the Conciliation Committee, such application will be admitted only on payment of Conciliation fee of Rs. 50.00 before 3-0 p.m. On receipt of such application, the concerned Conciliation Committee will meet to consider the application on the same day. The Conciliation Panel will give their recommendation award promptly without any delay. The fee for appeal to Oil Committee of the Exchange will be Rs. 100/-.
- (c) If there is any dispute at the time of delivery and one of the parties applies to the Exchange to depute its representative at the place of delivery as a witness, the Exchange will depute its representative on receipt of the payment of transport charges and a fee of Rs. 20/- from the applicant party.
- (d) The fee for forwarding letter through the Exchange to the seller or buyer will be Rs. 5.00.
- (e) The fees referred to above in this part may be varied from time to time by the Oil Committee.

32.(a) The Board of Directors of the Exchange may with the approval of the Commission require at any time and from time to time the buyer or the seller or both to deposit, in the interest of the trade, mar-

gins in respect of their outstanding Non-Transferable Specific Delivery Contracts at the Association at such rates as may be fixed by the Board in consultation with the Oil Committee.

(b) The Forward Markets Commission may in the interest of the trade or in public interest, exercise the power contained in clause (a) above.

33.(a) The Board of Directors of the Exchange may, in the interest of the trade, with the prior approval of the Commission impose, at any time or from time to time a limit on the purchase and/or sales that may be affected by means of non-transferable specific delivery contracts by a member or a non-member, and the Board may also prescribe the manner in which purchases and/or sales shall be calculated or the purpose of enforcing such limit.

(b) The Forward Markets Commission may, in the interest of the trade or in public interest, exercise the power contained in clause (a) above.

34. No member shall enter into any non-transferable specific delivery contract for groundnut or groundnut oil otherwise than on the terms and conditions prescribed under these Bye-laws. Nothing contained in this Bye-law shall apply to a non-transferable specific delivery contract for groundnuts or groundnut oil entered into on the terms and conditions prescribed in the Bye-laws of another recognised association between members of that association or through or with any such member.

35. Any Non-Transferable Specific Delivery Contract entered into for groundnuts or groundnut oil which is in contravention of the provisions of any of the Bye-laws (4), (6), (7), (8), and (34) shall be illegal under the provision of section 15 (3A) of the Forward Contracts (Regulations) Act 1952.

36.(a) No member shall enter into a Non-Transferable Specific Delivery Contract for sale to a Non-member or execute an order of a Non-member to purchase on his behalf, unless the non-member is registered under Bye-law 36(b) of the Exchange.

(b) Every non-member intending to enter into a Non-Transferable Specific Delivery Contract for purchase or sale with a member or intending to place an order with a member for purchase or sale under Non-transferable Specific Delivery Contracts, shall make an application to the Exchange in this behalf in such form and containing such particulars as may be prescribed by the Board with the approval of the Commission. On receipt of such an application, the Board, after making such inquiry as it considers necessary in this behalf, may grant a certificate of Registration to the Non-Member or refuse to grant it. The Board may also prescribe such other procedure in respect of the registration of a Non-member as may be considered necessary from time to time.

(c) A non-member registered under clause (b) above shall abide by the conditions laid down in the certificate of registration.

(d) The Board of the Exchange may fine a non-member or cancel his registration granted under clause (b) above, if the non-member contravenes any of the conditions laid down in the certificate of registration or fails to pay the amount of margin due from him under Bye-law 32 within 24 hours if he is residing in Bombay or within 48 hours if he is residing outside Bombay from the making of the contract.

37. In case the registered non-member buyer or seller fails to pay the amount of margin due from him to the member concerned within the time limit as prescribed under Bye-law 6(3) above the member shall have the right-

(a) to cancel the contract

OR

(b) To enter into corresponding sale or purchase under Non-Transferable Specific Delivery Contract and

claim from the registered non-member the difference between the price of the contract with him and the price of the corresponding contract for sale or purchase.

OR

- (c) To close the contract at the spot rate fixed by the Exchange on the day subsequent to the day on which the time limit to pay the margin expires.

38(a) No member shall enter into a Non-Transferable Specific Delivery Contract through a Non-member broker unless the Non-member broker is registered under Bye-law 38(b).

(b) Every Non-member intending to act as a broker in respect of Non-transferable Specific Delivery Contract shall make an application to the Exchange in this behalf in such form and containing such particulars as may be prescribed by the Board. On receipt or such an application, the Board or the Sub-Committee after making such enquiry as it considers necessary in this behalf, may grant a certificate of registration to the non-member broker or refuse to grant it. The Board may also prescribe such other procedure in respect of registration of a non-member broker as may be considered necessary from time to time.

(c) A non-member registered under clause (b) above shall abide by the conditions laid down in the Certificate of Registration.

(d) The Board of the Exchange may fine a non-member broker and/or cancel his registration granted under clause (b) above, if the non-member broker contravenes any of the conditions laid down in the Certificate of Registration.

(e) No Registered Non-member Broker shall enter into a Non-transferable specific delivery contract on his own account.

39. A non-member broker registered with the Exchange as a non-member broker in accordance with Bye-law 38(b), shall not act as a broker in respect of a Non-Transferable Specific Delivery Contract which is not subject to the Bye-laws of the Exchange.

40. The Board shall have power to prescribe, revise or alter the fees for registration of non-member dealers and non-member brokers from time to time.

41. The buyer, who has purchased H.P.S. Groundnuts under a Non-Transferable Specific Delivery Contract against his export contract for the sale of H.P.S. Groundnuts outside India, may, in the event of his being required by the foreign buyer or shipper to load the goods on a steamer before he actually receives the delivery of the goods under the Non-Transferable Specific Delivery Contract, settle the non-transferable specific delivery contract, provided he shows that he actually purchased an equal quantity of goods under a ready contract and thereby fulfilled his export contract. Such settlement shall be governed by the provisions of Bye-law 25 also.

QUALITY SPECIFICATION FOR GROUNDNUT OIL EXPRESSED

Specification and quality for Raw Groundnut oil appearing in the existing page B-2 of the By-laws, shall be substituted by the following.

Description	Moisture and Insoluble impurities	Colour in Lovibond Scale	Refrac-tive index 15 40°C	Speci-fic Gravity at 30°C/ 30°C	Sapo-nifi-cation value	Iodina value (Vij's)	Unsaponifiable matter % by wt.	F.F.A. % by weight	Remarks
1	2	3	4	5	6	7	8	9	10
GROUNDNUT OIL EXPRESSED									
Tariff (A) from 15th November to 14th May Groundnut oil shall be the oil obtained from clean and sound groundnuts (Arachis hypogea) by a process of expression only. It shall be clean and free from rancidity adulterants sediment suspended and other foreign matter, separated water added colouring or flavouring substances. It shall not have been treated with chemicals in any manner and shall have the natural odour characteristic of this oil.	Max. 0.25% Above 0.25% Buyer's option to reject	in $\frac{1}{2}$ " Cellexpressed as Y+5R Basis 5 units	1.4620 to 1.4640	0.909 to 0.913	188 to 195	87 to 98	Basis 1% when unsaponifiable matter exceeds 1% Buyer's option to reject	Basis 1% (a) above 1% and not exceeding 1.5 seller shall pay a rebate equal to the percentage excess over 1% (b) Above 1.5% and not exceeding 2% Seller shall pay a rebate equal to twice the excess over 1% (c) Above 2% buyer has the right to reject the oil.	Bellier turbidity tem. 39 to 41
GROUNDNUT OIL EXPRESSED									
Tariff (B) from 15th May to 14th November.	Max. 0.25% Above 0.25% Buyer's option to reject.	In $\frac{1}{2}$ " Cellexpressed as Y+5R Basis 5 Units.	Basis 7.5 units. When colour is deeper than 7.5 but lighter than or equal to 11, rebate from seller 3P. per 10 Kg.	1.4620 to 1.4640	0.909 to 0.913	188 to 195	87 to 98	Basis 1% when unsaponifiable matter exceeds 1% Buyer's Option to reject.	Basis 1.5% (a) above 1.5% Bellier turbidity temp. 39 to 41 (b) above 2% and not exceeding 2.5% seller shall pay a rebate equal to twice the excess over 1.5% (c) Above 2.5% Buyer has the right to reject the oil.

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THE BOMBAY OILSEEDS & OILS EXCHANGE LTD.

Form for Non-Transferable Specific Delivery Contract for Groundnut Oil.

Contract No. Dated
FOR DELIVERY FROM to

Non-Transferable specific delivery contract between
..... and in respect of
Metric Tonnes/Barrels/Tins of Groundnut Oil.

I/We (hereinafter called the seller) have this day sold to the buyers mentioned below and I/We (hereinafter called the buyers) have this day bought from the sellers above-named the undermentioned goods as per terms and conditions mentioned below :—

- (i) Groundnut Oil Metric Tonnes/Barrels/Tins at Rs. per 10 Kg/tin net weight only.
- (ii) Quality
- (iii) Delivery period at seller's option.
- (iv) Payment, quality allowance etc. as per the Bye-laws of the Exchange
- (v) Special terms, if any, not repugnant to the terms and conditions of the bye-laws of the Exchange
- (vi) Brokerage 25 Paise % to be paid by the seller.
- (vii) Commission
- (viii) Remarks

SOME IMPORTANT TERMS

- (1) This contract is a Non-Transferable specific delivery contract. The rights and liabilities of the parties to this contract shall not be transferable and likewise any delivery order, railway receipt bill of lading, warehouse, receipt or any other document or title relating to this contract or the rights and liabilities in respect thereof shall not be transferable.
- (2) All disputes and differences (including quality of goods) in connection with this contract shall be settled according to the arbitration/conciliation under the Bye-laws of the Bombay Oilseeds & Oils Exchange Ltd.
- (3) This contract shall not be cancelled or settled except as provided in the Bye-laws of the Exchange.
- (4) Unless otherwise mutually agreed to, the goods shall be delivered by the seller to the buyer at the buyer's godown in Bombay.
- (5) This contract is entered into subject to the Bye-laws in force from time to time of the Bombay Oilseeds & Oils Exchange Ltd. of which the parties admit that they have knowledge and notice.

Buyers Signature

Seller's Signature

Broker/Commission Agent

(i) Strike out whatever is not applicable.

(ii) One signed copy of the contract must be sent to the Office of the Exchange as soon as possible.

* Sd/- ILLEGIBLE

Secretary

The Bombay Oilseeds & Oils Exchange Ltd.

Bombay,

Dated : 10-9-1984